

AMENDMENT NO. 1

This Amendment modifies Contract No. 1523-14815 Section No. 14-PPRPS-01-PV, for Pavement Preservation and Rehabilitation Program – South 2015 by and between the County of Cook, Illinois, herein referred to as "County" and K-Five Construction Corporation, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on October 28, 2015, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide construction services (hereinafter referred to as the "Services") from November 4, 2015 through August 31, 2018, in an amount not to exceed \$4,373,000.00; and

Whereas, an increase in the amount of \$98,782.09 is required for the continuation of Services; and

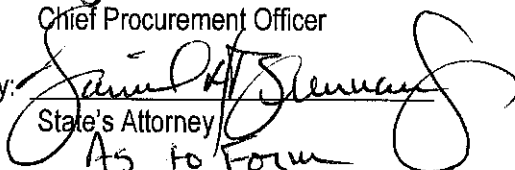
Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is increased by \$98,782.09 and the Total Contract Amount is revised to \$4,471,782.09.
2. The Contract is hereby amended to incorporate Attachment 1 and made part of the Contract.
3. The attached Economic Disclosures Statement, Identification of Sub-Contractors/Suppliers/Sub-Consultants Form and MBE/WBE Utilization Plan forms are incorporated under Attachment 2 and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By: 
Chief Procurement Officer

By: 
State's Attorney
As to Form

K-Five Construction Corporation


Signed

Rick Splant
Type or print name

Project Manager

Title

Date: 17 June 2016

Date: 05/18/2016

ATTACHMENT 1

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS BUREAU OF CONSTRUCTION

Project: Pavement Preservation and Rehabilitation Program
South 2015 REBID
Section: 14-PPRPS-01-PV
Contract: 1523-14815
GC: K-Five Construction Corporation

Date: 5/4/2016
Chief Engr: Holly Cichy, P.E.
RE: Larisa Sakoutis,
SE: Eric Petraitis, P.E.
OSE: Aaron Lebowitz, P.E.

Number: 1

Contract Amount: \$4,373,000.00

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
1	AGGREGATE BASE COURSE, TYPE B, 4 IN [MBE]	SQ. YD.	\$6.00	996.00		\$0.00	\$0.00
2	AGGREGATE BASE COURSE, TYPE B, 8 IN [MBE]	SQ. YD.	\$10.00	50.00		\$0.00	\$0.00
3	AGGREGATE SHOULDERS, TYPE B	TON	\$65.00	199.00		\$0.00	\$0.00
4	DIAMOND GRINDING CONCRETE PAVEMENT	SQ. YD.	\$7.01	85,982.00		\$0.00	\$0.00
5	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN [MBE]	SQ. YD.	\$8.00	5,273.00		\$0.00	\$0.00
6	BITUMINOUS MATERIALS (PRIME COAT)	POUND	\$0.01	36,493.00		\$0.00	\$0.00
7	CUTTING HOT-MIX ASPHALT SURFACE	FOOT	\$1.60	3,396.00		\$0.00	\$0.00
8	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	\$80.00	2,647.00		\$0.00	\$0.00
9	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL, 4"	SQ. YD.	\$55.00	50.00		\$0.00	\$0.00
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", IL-12.5 OR 9.5, N50	TON	\$185.00	26.00		\$0.00	\$0.00
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N70	TON	\$90.00	6,356.00		\$0.00	\$0.00
12	HOT-MIX ASPHALT SURFACE REMOVAL, 2 IN	SQ. YD.	\$3.00	32,577.00	11,122.00	\$33,366.00	\$33,366.00
13	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5 IN	SQ. YD.	\$3.00	1,117.00		\$0.00	\$0.00
14	HOT-MIX ASPHALT SURFACE REMOVAL, 4 IN	SQ. YD.	\$5.00	21,318.00	(11,122.00)	(\$55,610.00)	(\$55,610.00)
15	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 12 IN	SQ. YD.	\$120.00	38.00		\$0.00	\$0.00
16	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN	SQ. YD.	\$60.00	267.00		\$0.00	\$0.00
17	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	\$120.00	470.00		\$0.00	\$0.00
18	TEMPORARY BUTT JOINTS	FOOT	\$15.00	2,929.00		\$0.00	\$0.00
19	CATCH BASINS TO BE ADJUSTED	EACH	\$350.00	11.00		\$0.00	\$0.00
20	PAVEMENT FABRIC [MBE]	SQ. YD.	\$3.00	4,348.00		\$0.00	\$0.00
21	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN [MBE]	SQ. FT.	\$6.00	6,791.00		\$0.00	\$0.00
22	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 IN [MBE]	SQ. YD.	\$70.00	100.00		\$0.00	\$0.00
23	PORTLAND CEMENT CONCRETE PAVEMENT, 10 IN [MBE]	SQ. YD.	\$80.00	2,943.00		\$0.00	\$0.00
24	COMBINATION CURB AND GUTTER REMOVAL [MBE]	FOOT	\$7.00	860.00		\$0.00	\$0.00
25	DRIVEWAY PAVEMENT REMOVAL [MBE]	SQ. YD.	\$15.00	100.00		\$0.00	\$0.00
26	MEDIAN REMOVAL [MBE]	SQ. FT.	\$4.00	300.00		\$0.00	\$0.00
27	PAVEMENT REMOVAL [MBE]	SQ. YD.	\$20.00	2,943.00		\$0.00	\$0.00
28	SIDEWALK REMOVAL [MBE]	SQ. FT.	\$2.00	1,091.00	2,730.00	\$5,460.00	\$5,460.00
29	SAW CUTS	FOOT	\$1.58	100.00		\$0.00	\$0.00
30	DETECTOR LOOP, TYPE I	FOOT	\$16.80	4,180.00		\$0.00	\$0.00
31	EARTH EXCAVATION	CU. YD.	\$15.00	850.00		\$0.00	\$0.00
32	GRADING AND SHAPING DITCHES	FOOT	\$5.00	1,346.00		\$0.00	\$0.00
33	FRAMES AND LIDS TO BE ADJUSTED	EACH	\$400.00	22.00		\$0.00	\$0.00

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS BUREAU OF CONSTRUCTION

Project: Pavement Preservation and Rehabilitation Program
South 2015 REBID
Section: 14-PPRPS-01-PV
Contract: 1523-14815
GC: K-Five Construction Corporation

Date: 5/4/2016
Chief Engr: Holly Cichy, P.E.
RE: Larisa Sakoutis,
SE: Eric Petraitis, P.E.
OSE: Aaron Lebowitz, P.E.

Number: 1

Contract Amount: \$4,373,000.00

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
34	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	EACH	\$950.00	7.00		\$0.00	\$0.00
35	VALVE VAULTS TO BE RECONSTRUCTED	EACH	\$750.00	10.00		\$0.00	\$0.00
36	MANHOLES TO BE RECONSTRUCTED	EACH	\$1,100.00	13.00		\$0.00	\$0.00
37	CATCH BASINS TO BE RECONSTRUCTED	EACH	\$1,100.00	1.00		\$0.00	\$0.00
38	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	EACH	\$850.00	1.00		\$0.00	\$0.00
39	NITROGEN FERTILIZER NUTRIENT	POUND	\$20.00	9.00		\$0.00	\$0.00
40	PHOSPHORUS FERTILIZER NUTRIENT	POUND	\$20.00	9.00		\$0.00	\$0.00
41	POTASSIUM FERTILIZER NUTRIENT	POUND	\$20.00	9.00		\$0.00	\$0.00
42	SODDING, SALT TOLERANT	SQ. YD.	\$10.00	484.00		\$0.00	\$0.00
43	SUPPLEMENTAL WATERING	UNIT	\$46.00	5.00		\$0.00	\$0.00
44	TOPSOIL FURNISH AND PLACE, 4 IN	SQ. YD.	\$15.00	484.00		\$0.00	\$0.00
45	ERADICATION OF EXISTING PAVEMENT MARKING	SQ. FT.	\$1.25	43,019.00		\$0.00	\$0.00
46	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ. FT.	\$6.75	1,358.00		\$0.00	\$0.00
47	MODIFIED URETHANE PAVEMENT MARKING, LINE 4 IN	FOOT	\$0.50	42,976.00		\$0.00	\$0.00
48	MODIFIED URETHANE PAVEMENT MARKING - LINE 6 IN	FOOT	\$0.75	5,996.00		\$0.00	\$0.00
49	MODIFIED URETHANE PAVEMENT MARKING, LINE 8 IN	FOOT	\$2.00	50.00		\$0.00	\$0.00
50	MODIFIED URETHANE PAVEMENT MARKING - LINE 12 IN	FOOT	\$3.25	1,139.00		\$0.00	\$0.00
51	MODIFIED URETHANE PAVEMENT MARKING - LINE 24 IN	FOOT	\$6.75	809.00		\$0.00	\$0.00
52	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ. FT.	\$4.00	1,285.00		\$0.00	\$0.00
53	THERMOPLASTIC PAVEMENT MARKING - LINE 4 IN	FOOT	\$0.56	49,188.00		\$0.00	\$0.00
54	THERMOPLASTIC PAVEMENT MARKING - LINE 6 IN	FOOT	\$0.84	2,980.00		\$0.00	\$0.00
55	THERMOPLASTIC PAVEMENT MARKING - LINE 8 IN	FOOT	\$1.12	2,207.00		\$0.00	\$0.00
56	THERMOPLASTIC PAVEMENT MARKING - LINE 12 IN	FOOT	\$1.68	1,688.00		\$0.00	\$0.00
57	THERMOPLASTIC PAVEMENT MARKING - LINE 24 IN	FOOT	\$4.00	464.00		\$0.00	\$0.00
58	PAVEMENT MARKING TAPE, TYPE III 6"	FOOT	\$1.00	7,915.00		\$0.00	\$0.00
59	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 [MBE]	FOOT	\$30.00	50.00	522.00	\$15,660.00	\$15,660.00
60	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 [MBE]	FOOT	\$35.00	894.00		\$0.00	\$0.00
61	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12 [MBE]	FOOT	\$30.00	93.00		\$0.00	\$0.00
62	RAISED REFLECTIVE PAVEMENT MARKER	EACH	\$27.00	392.00		\$0.00	\$0.00
63	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	\$15.75	392.00		\$0.00	\$0.00
64	CONCRETE MEDIAN, TYPE C-4 [MBE]	SQ. FT.	\$10.00	373.00		\$0.00	\$0.00
65	CLASS B PATCHES, TYPE I, 10 IN [M/WBE]	SQ. YD.	\$110.00	205.00		\$0.00	\$0.00
66	CLASS B PATCHES, TYPE II, 10 IN [M/WBE]	SQ. YD.	\$95.00	7,615.00		\$0.00	\$0.00

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS BUREAU OF CONSTRUCTION

Project: Pavement Preservation and Rehabilitation Program
South 2015 REBID
Section: 14-PPRPS-01-PV
Contract: 1523-14815
GC: K-Five Construction Corporation

Date: 5/4/2016
Chief Engr: Holly Cichy, P.E.
RE: Larisa Sakoutis,
SE: Eric Petratis, P.E.
OSE: Aaron Lebowitz, P.E.

Number: 1

Contract Amount: \$4,373,000.00

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
67	CLASS B PATCHES, TYPE III, 10 IN [M/WBE]	SQ. YD.	\$92.00	490.00		\$0.00	\$0.00
68	CLASS B PATCHES, TYPE IV, 10 IN [M/WBE]	SQ. YD.	\$92.00	915.00		\$0.00	\$0.00
69	CLASS D PATCHES, TYPE III, 10 IN	SQ. YD.	\$85.00	870.00		\$0.00	\$0.00
70	CLASS D PATCHES, TYPE IV, 10 IN	SQ. YD.	\$85.00	1,285.00		\$0.00	\$0.00
71	PAVEMENT REPLACEMENT	SQ. YD.	\$85.00	93.00		\$0.00	\$0.00
72	CRACK FILLING	POUND	\$3.85	2,719.00		\$0.00	\$0.00
73	CRACK ROUTING AND SEALING	FOOT	\$8.43	545.00		\$0.00	\$0.00
74	CRACK AND JOINT ROUTING AND SEALING	FOOT	\$2.62	4,700.00		\$0.00	\$0.00
75	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	TON	\$400.00	34.00		\$0.00	\$0.00
76	DETECTABLE WARNINGS [MBE]	SQ. FT.	\$20.00	2,750.00		\$0.00	\$0.00
77	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	\$3,000.00	14.00		\$0.00	\$0.00
78	CONSTRUCTING TEST STRIP	EACH	\$3,000.00	3.00		\$0.00	\$0.00
79	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL	EACH	\$3,000.00	10.00		\$0.00	\$0.00
80	SURVEY MONUMENTS	EACH	\$3,000.00	11.00		\$0.00	\$0.00
81	CLEANING EXISTING PIPE CULVERTS	FOOT	\$21.95	410.00		\$0.00	\$0.00
82	GUARDRAIL REMOVAL	FOOT	\$9.50	380.00		\$0.00	\$0.00
83	STEEL PLATE BEAM GUARDRAIL, TYPE A	FOOT	\$49.00	100.00		\$0.00	\$0.00
84	FLARED END SECTION TO BE REMOVED	EACH	\$200.00	2.00		\$0.00	\$0.00
85	FLARED END SECTION TO BE RELOCATED	EACH	\$800.00	2.00		\$0.00	\$0.00
86	STORM SEWER REMOVAL, 15 IN.	FOOT	\$35.00	100.00		\$0.00	\$0.00
87	STORM SEWERS, TYPE 1 (RCCP CLASS IV) 15 IN.	FOOT	\$135.00	100.00		\$0.00	\$0.00
88	REMOVING MANHOLES	EACH	\$500.00	1.00		\$0.00	\$0.00
89	MANHOLES, TYPE A, 5, FT.DIA. WITH FRAMES AND LIDS	EACH	\$7,500.00	1.00		\$0.00	\$0.00
90	REMOVING CATCH BASINS	EACH	\$200.00	1.00		\$0.00	\$0.00
91	CATCH BASINS, TYPE A, 4 FT. DIA. WITH FRAMES AND GRATES	EACH	\$5,500.00	1.00		\$0.00	\$0.00
92	PLUGGING EXISTING DRAINS AND SEWERS (OVER 12 IN.)	EACH	\$200.00	1.00		\$0.00	\$0.00
93	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	L. SUM	\$25,000.00	1.00		\$0.00	\$0.00
94	TRAFFIC PROTECTION	L. SUM	\$378,606.74	1.00		\$0.00	\$0.00
95	MOBILIZATION [MBE]	L. SUM	\$1.00	1.00		\$0.00	\$0.00
96	ENGINEER'S FIELD OFFICE, TYPE A	CAL. MO.	\$3,500.00	6.00		\$0.00	\$0.00
97	CONTRACT EXTRA WORK	UNIT	\$1.00	80,000.00		\$0.00	\$0.00
98	CRUSHED STONE (TEMPORARY USE) [MBE]	L. SUM	\$10,000.00	1.00		\$0.00	\$0.00
99	REBUILD EXISTING HEAVY DUTY HANDHOLE	EACH	\$2,200.00	6.00		\$0.00	\$0.00
100	REBUILD EXISTING HANDHOLE	EACH	\$2,020.00	6.00		\$0.00	\$0.00
*101	EARTH EXCAVATION FOR INSTALLATION OF ADA RAMPS AT PLAINFIELD ROAD	L.SUM	\$5,720.36		1.00	\$5,720.36	\$5,720.36
*102	PARTIAL DEPTH PATCHING	L.SUM	\$92,715.45		1.00	\$92,715.45	\$92,715.45
*103	PROTECTIVE COAT	L.SUM	\$1,470.28		1.00	\$1,470.28	\$1,470.28

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS BUREAU OF CONSTRUCTION

Project: Pavement Preservation and Rehabilitation Program
South 2015 REBID
Section: 14-PPRPS-01-PV
Contract: 1523-14815
GC: K-Five Construction Corporation

Date: 5/4/2016
Chief Engr: Holly Cichy, P.E.
RE: Larisa Sakoutis,
SE: Eric Petraitis, P.E.
OSE: Aaron Lebowitz, P.E.

Number: 1

Contract Amount: \$4,373,000.00

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
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AMOUNT: \$98,782.09 \$98,782.09

ADJUSTED CONTRACT AMOUNT: \$4,471,782.09

% CHANGE: 2.3%

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS BUREAU OF CONSTRUCTION

Project: Pavement Preservation and
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OSE: Aaron Lebowitz, P.E.

Number: 1

Contract Amount: \$4,373,000.00

To: Chief Procurement Officer

Please be advised of a proposed contract change order on the above captioned project, as follows:

LINE ITEM CHANGES

Item #12 and Item #14

It was determined that removing two inches of the existing asphalt would provide a better final product for the Department for repairs at 107th Street increasing the use of Hot Mix Asphalt Surface Removal, 2 in. and decreasing the use of Hot Mix Surface Removal, 4 in.

Item # 28 & #59

Additional use of Sidewalk Removal and Combination Concrete Curb and Gutter, Type B-6.12 was required to meet the ADA requirements for the new sidewalks and ramps. In some areas additional removal of sidewalk and placement of curb and gutter was required to get the appropriate cross slopes and ramp slopes than originally anticipated.

NEW ITEMS

Item # 101

Earth Excavation for Installation of ADA Ramps at Plainfield Road was required to provide mild slopes for safe passage of pedestrians at crosswalks.

Item# 102

Partial Depth Patching was required to remediate deterioration to the pavement before the onset of winter weather and provide safe passage for motor vehicles until the full scope of work begins in the spring of 2016.

Item #103

Application of a Protective Coat was required to finish concrete sidewalks and curb and gutter protecting them from damage caused by salting the roadway during winter months.

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF
TRANSPORTATION AND HIGHWAYS
BUREAU OF CONSTRUCTION

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Number: 1

Contract Amount: \$4,373,000.00

Note:

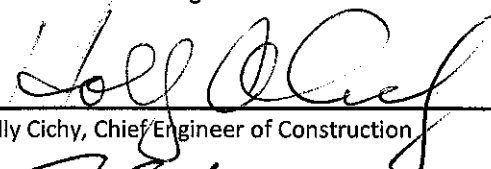
The undersigned has determined that the circumstances that necessitate this change are germane to the original contract, were not reasonably foreseeable at the time the contract was signed and is in the best interest of the local agency.


Amount of this change order:

INCREASE \$98,782.09

Total amount of change orders to date:

INCREASE \$98,782.09


Holly Cichy, Chief Engineer of Construction
Date 5-4-16


John Yonan, Superintendent
Date 5/4/16

ATTACHMENT 2

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board
of CommissionersRICHARD R. BOYKIN
1st DistrictROBERT STEELE
2nd DistrictJERRY BUTLER
3rd DistrictSTANLEY MOORE
4th DistrictDEBORAH SIMS
5th DistrictJOAN PATRICIA MURPHY
6th DistrictJESUS G. GARCIA
7th DistrictEDWIN REYES
8th DistrictPETER N. SILVESTRI
9th DistrictBRIDGET GAINER
10th DistrictJOHN P. DALEY
11th DistrictJOHN A. FRITCHEY
12th DistrictLARRY SUFFERDIN
13th DistrictGREGG GOSLIN
14th DistrictTIMOTHY O. SCHNEIDER
15th DistrictJEFFREY R. TOROFSKI
16th DistrictSEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

June 16, 2016

Ms. Shannon Andrews
Chief Procurement Officer
County Building, Room 1018
Chicago, IL 60602Re: Contract #1523-14815, Amendment No. 1
Pavement Preservation and Rehabilitation Program – South 2015
DOTD

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises Ordinance. After careful review it has been determined that this amendment is responsive to the Ordinance.

Bidder: K-Five Construction's
Original Contract Amount: \$4,373,000.00
Increase Contract Amount: \$ 98,782.09, Amendment No. 1
New Contract Amount: \$4,471,782.09
Term of Contract: November 4, 2015 through August 31, 2018
Contract Goals: 21.5% MBE, 5% WBE

<u>MWBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Dynamix Enterprises	MBE-9	City of Chicago	28.84% Direct
GEM Construction	WBE-7	City of Chicago	5.66% Direct
			34.5%

* Commitment percentages are based on the new contract value.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Additionally, please note that original forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez

Director

JG/la

cc: Pul Szeto, Dept. of Transportation and Highway

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)



Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)



Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountyil.gov/contractcompliance)



Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II.



Direct Participation of MBE/WBE Firms



Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Dynamicx Enterprises, Inc.

Address: 4751 S. Central Ave, Chicago IL 60638

E-mail: dynamicx4751@comcast.net

Contact Person: Nicolas Diaz Phone: 708-929-4551

Dollar Amount Participation: \$ 1,289,712.42

Percent Amount of Participation: 28.84 %

*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Dynamicx Enterprises, Inc.

Certifying Agency: City of Chicago

Contact Person: Nicolas Diaz

Certification Expiration Date: _____

Address: 4751 S Central Ave

Ethnicity: Hispanic

City/State: Chicago, IL Zip: 60638

Bid/Proposal/Contract #: 1523-14815

Phone: 708-929-4551 Fax: 708-929-4553

FEIN #: 90-0496345

Email: dynamicx4751@comcast.net

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

see attached

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\$1,259,712.42 28.84% PER CCHD CONTRACT ITEMS

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Guillermina Diaz

Robert G. Krug

Print Name

Print Name

Dynamicx Enterprises, Inc.

K-Five Construction Corporation

Firm Name

Firm Name

May 11, 2016

May 17, 2016

Date

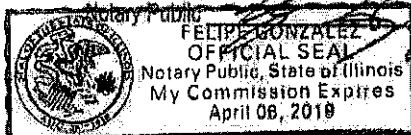
Date

Subscribed and sworn before me

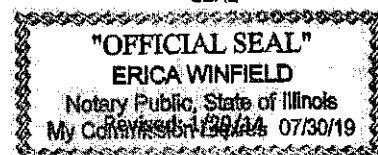
Subscribed and sworn before me

this 11 day of May, 2016

this 17th day of May, 2016



Notary Public [Signature]



Dynamicx

Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price
001	AGG BASE COURSE TYPE B, 4"	996	SY	\$6.00	\$5,976.00
002	AGG BASE COURSE TYPE B, 8"	50	SY	\$10.00	\$500.00
005	SUBBASE GRANULAR MATL TYPE B, 6"	5,279	SY	\$8.00	\$42,184.00
019	CATCH BASIN TO BE ADJ	11	EACH	\$350.00	\$3,850.00
020	PAVEMENT FABRIC	4,348	SY	\$3.00	\$13,044.00
021	PCC SIDEWALK, 5"	6,791	SF	\$6.00	\$40,746.00
022	PCC DRIVEWAY PAVEMENT, 8"	100	SY	\$70.00	\$7,000.00
023	PCC PAVEMENT 10"	2,943	SY	\$80.00	\$235,440.00
024	COMB CC&G REMOVAL	880	FOOT	\$7.00	\$6,020.00
025	DRIVEWAY PAVEMENT REMOVAL	100	SY	\$15.00	\$1,500.00
026	MEDIAN REMOVAL	300	SF	\$4.00	\$1,200.00
027	PAVEMENT REMOVAL	2,943	SY	\$20.00	\$58,860.00
028	SIDEWALK REMOVAL	1,091	SF	\$2.00	\$2,182.00
033	FRAMES & LIDS TO BE ADJ	22	EACH	\$400.00	\$8,800.00
034	FRAME & LIDS TO BE ADJ, SPECIAL	7	EACH	\$950.00	\$6,650.00
035	VALVE VAULTS TO BE RECONSTRUCTED	10	EACH	\$750.00	\$7,500.00
036	MANHOLES TO BE RECONSTRUCTED	13	EACH	\$1,100.00	\$14,300.00
037	CATCH BASINS TO BE RECONSTRUCTED	1	EACH	\$1,100.00	\$1,100.00
038	WATERPROOFING SANITARY FRAMES & LIDS TO BE ADJ, SPECIAL	1	EACH	\$850.00	\$850.00
059	COMB CC & G TYPE B-6.12	50	FOOT	\$30.00	\$1,500.00
060	COMB CC & G TYPE B-6.24	894	FOOT	\$35.00	\$31,290.00
061	COMB CC&G TYPE M-2.12	93	FOOT	\$30.00	\$2,790.00
064	CONCRETE MEDIAN, TYPE C-4	373	SF	\$10.00	\$3,730.00
065	CLASS B PATCHES, TYPE I, 10"	140	SY	\$110.00	\$15,400.00
066	CLASS B PATCHES, TYPE II, 10"	5,190	SY	\$95.00	\$493,050.00
067	CLASS B PATCHES, TYPE III, 10"	440	SY	\$85.00	\$37,400.00
068	CLASS B PATCHES, TYPE IV, 10"	705	SY	\$84.00	\$59,220.00
076	DETECTABLE WARINGS	2,750	SF	\$20.00	\$55,000.00
084	FLAREED END SECTION TO BE REMOVED	2	EACH	\$200.00	\$400.00
085	FLAREED END SECTION TO BE RELOCATED	2	EACH	\$800.00	\$1,600.00
086	STORM SEWER REM, 15"	100	FOOT	\$35.00	\$3,500.00
087	STORM SEWERS, TYPE I (RCCP CL IV) 15"	100	FOOT	\$135.00	\$13,500.00
088	REMOVING MANHOLES	1	EACH	\$500.00	\$500.00
089	MANHOLES, TYPE A, 5FT DIA. W/FRAMES & LIDS	1	EACH	\$7,500.00	\$7,500.00
090	REMOVING CATCH BASINS	1	EACH	\$200.00	\$200.00
091	CATCH BASIN, TYPE A, 4FT DIA. W/FRAME & GRATES	1	EACH	\$5,500.00	\$5,500.00
092	PLUGGING EXIST DRAINS & SEWERS (OVER 12")	1	EACH	\$200.00	\$200.00
095	MOBILIZATION	1	LS	\$87,933.42	\$87,933.42
098	CRUSHED STONE (TEMP USE)	1	LS	\$5,000.00	\$5,000.00
*101	EARTH EX FOR INSTALLATION OF ADA RAMPS AT PLAINFIELD RD	1	LS	\$5,431.23	\$5,431.23
*103	PROTECTIVE COAT	1	LS	\$1,365.77	\$1,365.77
					\$1,289,712.42

DBE % 28.84%

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: GEM Construction
 Contact Person: JoAnn Raimondi
 Address: 348 E Woodlawn Ct
 City/State: Wood Dale IL Zip: 60191
 Phone: X Fax: 630-620-7298
 Email: gemconstruinc@comcast.net

Certifying Agency: City of Chicago
 Certification Expiration Date: 04/01/18
 Ethnicity: WBE
 Bid/Proposal/Contract #: 1523-14815
 FEIN #: 36-3812604

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

see attached

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$253,000.00 5.88% PER CCHO CONTRACT ITEMS

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

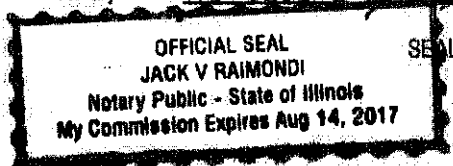
JoAnn Raimondi
 Signature (M/WBE)
JoAnn Raimondi
 Print Name
GEM Construction
 Firm Name
5/9/2016
 Date

Robert G. Krug
 Signature (Prime Bidder/Proposer)
Robert G. Krug
 Print Name
K-Five Construction Corporation
 Firm Name
May 17, 2016
 Date

Subscribed and sworn before me

this 9th day of MAY, 20 16

Notary Public [Signature]

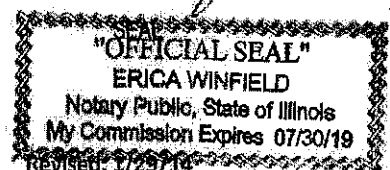


M/WBE Letter of Intent - Form 2

Subscribed and sworn before me

this 17th day of May, 20 16

Notary Public [Signature]



GEM Construction

Item Number	Description	Quantity	UM	Unit Price	Total Price
065	CLASS B PATCHES, TYPE I, 10"	65	SY	\$ 92.00	\$ 5,980.00
066	CLASS B PATCHES, TYPE II, 10"	2425	SY	\$ 92.00	\$ 223,100.00
067	CLASS B PATCHES, TYPE III, 10"	50	SY	\$ 92.00	\$ 4,600.00
068	CLASS B PATCHES, TYPE IV, 10"	210	SY	\$ 92.00	\$ 19,320.00
					\$ 253,000.00

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

- ☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1523-14815	Date: 5-11-16
Total Bid or Proposal Amount: \$4,471,782.09	Contract Title: Pavement Preservation and Rehabilitation Program 2015- South Rebid
Contractor: K- Five Construction	Subcontractor/Supplier/ Subconsultant to be added or substitute: Dynamicx Enterprises
Authorized Contact for Contractor: Brian Johnson	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Nicolas Diaz
Email Address (Contractor): brianj@k-five.net	Email Address (Subcontractor): dynamicx4751@comcast.net
Company Address 13769 Main Street (Contractor):	Company Address 4751 S. Central Avenue (Subcontractor):
City, State and Zip (Contractor): Lemont, IL 60439	City, State and Zip (Subcontractor): Chicago, IL 60638
Telephone and Fax (Contractor): 630-257-5600 630-257-6788	Telephone and Fax (Subcontractor): 708-929-4551 708-929-4553
Estimated Start and Completion Dates November 2015 August 2016 (Contractor)	Estimated Start and Completion Dates November 2015 August 2016 (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Concrete Items	\$1,289,712.42

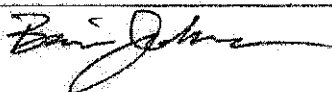
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor K-Five Construction

Name Brian Johnson

Title Estimator

Prime Contractor Signature



Date 5-11-16

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

- ☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1523-14815	Date: 5-11-16
Total Bid or Proposal Amount: \$4,471,782.09	Contract Title: Pavement Preservation and Rehabilitation Program 2015- South Rebid
Contractor: K- Five Construction	Subcontractor/Supplier/ Subconsultant to be GEM Construction added or substitute:
Authorized Contact for Contractor: Brian Johnson	Authorized Contact for Subcontractor/Supplier/ Subconsultant: JoAnn Raimondi
Email Address (Contractor): brianj@k-five.net	Email Address (Subcontractor): gemconstruine@comcast.net
Company Address 13769 Main Street (Contractor):	Company Address 348 Woodlane Court (Subcontractor):
City, State and Zip (Contractor): Lemont, IL 60439	City, State and Zip (Subcontractor): Wooddale, IL 60191
Telephone and Fax (Contractor): 630-257-5600 630-257-6788	Telephone and Fax (Subcontractor): 630-620-7298 Same
Estimated Start and Completion Dates (Contractor): November 2015 August 2016	Estimated Start and Completion Dates (Subcontractor): November 2015 August 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Class B Patching	\$253,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor K-Five Construction

Name Brian Johnson

Title Estimator

Prime Contractor Signature  Date 5-11-16

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: X No:

- b) If yes, list business addresses within Cook County:

13769 Main Street, Lemont, Illinois 60439 (office)

16222 Western Avenue, Markham, Illinois 60426 (plant)

11835 South Central Park Avenue, Merrionette Park, Illinois 60803 (shop)

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): SEE ATTACHED (NEXT PAGE)

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) _____ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

Address**PIN****13769 Main St. Lemont, IL****22-15-200-003-0000****13769 Main St. Lemont, IL****22-15-200-015-0000****13751 Main St, Lemont, IL****22-15-200-016-0000****12256 S. Cottage Grove,
Chicago, IL****25-27-200-007-0000**

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Robert G. Krug

D/B/A: K-Five Construction Corporation

FEIN NO.: 2161

Street Address: 13769 Main Street

City: Lemont

State: Illinois

Zip Code: 60439

Phone No.: 630-257-5600

Fax Number: 630-257-6788

Email: brianj@k-five.net

Cook County Business Registration Number: 012650

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): D-5113-8449

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
George Krug, Jr.	13769 Main Street, Lemont	41.8%
Robert G. Krug	13769 Main Street, Lemont	4.1%
Robert W. Krug	13769 Main Street, Lemont	35.7%
Josephine M. Krug	13769 Main Street, Lemont	14.3%
Jennifer A. Krug	13769 Main Street, Lemont	4.1%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
George Krug, Jr.	13769 Main Street, Lemont	CEO	
Robert G. Krug	13769 Main Street, Lemont	President	
Robert W. Krug	13769 Main Street, Lemont	Secretary	
Josephine M. Krug	13769 Main Street, Lemont	Treasurer	
Jennifer A. Krug	13769 Main Street, Lemont	Vice President	

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Robert G. Krug

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

brianj@k-five.net

E-mail address

President

Title

May 11, 2016

Date

630-257-5600

Phone Number

Subscribed to and sworn before me
this 11th day of May, 2016

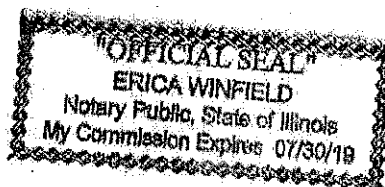
My commission expires:

x

Notary Public Signature

Notary Seal

7/30/19





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	Half-sister

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: K-Five ConstructionAddress of Person Doing Business with the County: 13769 Main Street, Lemont IL 60439Phone number of Person Doing Business with the County: 630-257-5600Email address of Person Doing Business with the County: brianj@k-five.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Brian Johnson, Estimator, 312-446-0857, brianj@k-five.net

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

1523-14815

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 4,471,782.09

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: see below

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Edmund Rendon 312-603-5824

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

May 11, 2016
Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1523-14815 A1

County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): K-Five Construction Corporation

Substantial Owner Complete Name: George Krug, Jr.

FEIN# 36-2915545

Date of Birth: _____ E-mail address: georgek@k-five.net

Street Address: 1001 Kenmare Drive

City: Burr Ridge State: IL Zip: 60527

Home Phone: (630) 323 - 6912 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant,
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Signature] Date: May 11, 2016

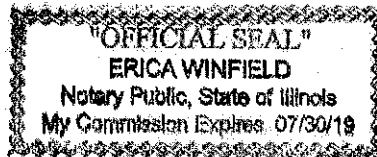
Name of Person signing (Print): Robert W. Krug Title: Secretary

Subscribed and sworn to before me this 11th day of May, 20 16

x [Signature]
Notary Public Signature

7/30/19
Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

K-Five Construction Corporation
 Corporation's Name

(630) 257-5600
 Telephone

Robert W. Krug
 Secretary Signature
 Robert W. Krug

Robert G. Krug
 President's Printed Name and Signature

brianj@k-five.net (estimator)
 Email

May 11, 2016
 Date

Execution by LLC

 LLC Name

 Date

 *Member/Manager Printed Name and Signature

 Telephone and Email

Execution by Partnership/Joint Venture

 Partnership/Joint Venture Name

 Date

 *Partner/Joint Venturer Printed Name and Signature

 Telephone and Email

Execution by Sole Proprietorship

 Printed Name and Signature

 Telephone

 Date

 Email

Subscribed and sworn to before me this

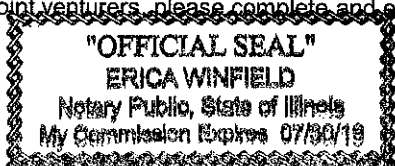
11th day of May 2016

Erica Winfield
 Notary Public Signature

My commission expires:

7/30/19
 Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Columbian Agency, a Division of HUB International 1005 Laraway Road New Lenox IL 60451		CONTACT NAME: Lisa Sizemore, CISR, CRIS, MLIS PHONE (A/C, No. Ext): 815-215-4703 FAX (A/C, No): 815-215-4743 E-MAIL ADDRESS: lisa.sizemore@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	
INSURED K-Five Construction Corporation 13769 Main Street Lemont IL 60439		NAIC #	
		INSURER A: Old Republic Insurance Company 24147	
		INSURER B: Catlin Specialty Ins Co 15989	
		INSURER C: NATIONAL FIRE & MARINE INS CO 20079	
		INSURER D: CHARTER OAK FIRE INS CO 25615	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 497566336

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Inc/BFPD <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	A5DG05441	2/28/2016	2/28/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	A5CA05441	2/28/2016	2/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$130,000 ACV
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE			42-UMO-301093	2/28/2016	2/28/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 *FOLLOWS FORM* \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	A5DW05441	2/28/2016	2/28/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B D D	Pollution & Professional Liab. Contractors' Equipment Installation/Builders Risk			CPL2021940216 QT-660-2C421833 QT-660-2C421833	2/28/2016 2/28/2016 2/28/2016	2/28/2017 2/28/2017 2/28/2017	Each Loss/Aggregate \$2,000,000 Leased and/or Rented \$600,000 Per Item Any One Jobsite \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: K-Five Job #15081 - Pavement Preservation and Rehabilitation Program 2015 - SOUTH; Contract No. 1523-14815; Section 15-PPRPS-01-PV

Cook County, its officials and employees are included as an additional insured under the General Liability per attached CG2010/2037 forms and Auto policy if required by written contract with respect to all work performed by the named insured. *Waivers of Subrogation apply in favor of the additional insureds for General Liability, Auto, and Workers Compensation policies. *The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction*

CERTIFICATE HOLDER**CANCELLATION**

Cook County Department of Transportation and Highways
69 West Washington Street
Contract Documents, Suite 2400
Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	ALL JOBS/LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL JOBS/LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

~~This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.~~